

NON-DEVELOPMENT OIL & GAS LEASE

208

THIS LEASE, made this 27 day of JUNE, 19 89, by and between
WALTER L. KING, A WIDOWER NOT REMARRIED
142 N. FRANKLIN AVE., ALLIANCE, OH., 44601
Phone ()
hereinafter called Lessor, and EVERFLOW EASTERN, INC., P.O. Box 354, Canfield, Ohio 44406, hereinafter called Lessee,
do agree:

1. Lessor, for consideration, grants Lessee all the oil and gas in the lands described below, with the exclusive right to operate for, produce and market the same from a well or wells on other lands; the right to unitize Lessor's lands, or any portion, with other lands into a drilling unit(s) of no more than one hundred sixty acres. This Lease is for ONE (1) year(s), and as long thereafter as operations are being conducted on any such unit or oil or gas can be produced in paying quantities in

Lessee's judgement from any such unit. This Lease covers all of Lessor's land in and adjoining Section/Lot 1685 of ALLIANCE CITY MAHONING County, Ohio, containing .3 acres, more or less, and bounded substantially, now or formerly, as follows:

North by HAWKINS, SMALL TRACTS East by N. FRANKLIN AVE.
South by E. BANKS, BAPTIST TABERNACLE West by VACATED N. WEBB AVE.

2. Lessor shall be paid as royalties a proportional share of one-eighth (1/8) of the proceeds realized by Lessee on all oil and gas sold off the unit, as the amount of Lessor's acreage in the unit bears to the total acreage in the unit, the same to be paid by the end of the next month following the Lessee's receipt of payment for same. If after a well is drilled there is no production from any such unit for six-continuous months, then thereafter, Lessor shall be paid fifty dollars per year until production occurs.

3. No well shall be drilled on Lessor's property, nor shall Lessee enter upon or install any installation of any nature whatsoever on the leased property, the within Lease being granted solely for the purpose of permitting the Lessee to unitize the leased property with other properties, which other properties shall bear all the burden of development.

4. This Lease shall be binding on all heirs, successors, and assigns of Lessor and Lessee. No change of ownership shall be binding on Lessee until Lessee has received adequate evidence of transfer. If the leased land is hereinafter owned in separate tracts, the premises, nevertheless, shall be treated as an entirety and all payments due shall be paid proportionally to each separate owner, and if Lessor owns less than the entire fee, Lessor shall be paid only his proportional share of any payment due. Lessee may at any time surrender this Lease in whole or in part.

5. Lessor hereby warrants and agrees to defend the title to the land herein described and agrees that Lessee, at its option, may pay and discharge any taxes, mortgages, or other liens existing levied, or assessed on or against the said lands and, in the event it exercises such option, it shall be subrogated to the rights of any holder or holders thereof and may reimburse itself for any payments due hereunder.

Witnessed by:

[Signature]
[Signature]

X [Signature]

Social Security # [REDACTED]

Social Security # _____

Social Security # _____

Social Security # _____

RECEIVED FOR RECORD
AT 3:12 PM JUL 3 1989
BRUCE E. BAPALIA
Recorder, Mahoning County, Ohio
#10-12 COMPARED
P. Y.

13023

STATE OF OHIO, COUNTY OF STARK SS:The foregoing instrument was acknowledged before me this 27 day of JUNE, 19 89
by WALTER L. KINGMy Commission Expires: DECEMBER 23, 1992

Notary Public



STATE OF _____, COUNTY OF _____ SS:

The foregoing instrument was acknowledged before me this _____ day of _____, 19 _____

by _____

My Commission Expires: _____

Notary Public

STATE OF _____, COUNTY OF _____ SS:

The foregoing instrument was acknowledged before me this _____ day of _____, 19 _____

by _____

of _____, a _____

on behalf of said _____

My Commission Expires: _____

Notary Public

This instrument prepared by:
EVERFLOW EASTERN, INC.

Instr: 201012290053106
 P: 2 of 2 F: \$28.00 12/29/2010
 Rick Campbell 2:11PM LEAS
 Stark County Recorder T20100043964